UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF RHODE ISLAND

CONSORZIO DEL PROSCIUTTO DI SAN DANIELE,	)	
Plaintiff	)	C.A. No. 07-039ML
v.	)	
DANIELE, INC.,	)	
Defendant.	)	

STIPULATED PROTECTIVE ORDER RE:
DISCLOSURE OF CONFIDENTIAL MATERIALS

Plaintiff/Counterclaim Defendant Consorzio del Prosciutto di San Daniele ("Consorzio") and Defendant/Counterclaim Plaintiff Daniele Inc. ("Daniele"), by and through counsel, hereby stipulate pursuant to Federal Rule of Civil Procedure 26(c), subject to the approval of the Court, to the entry of a protective order in the above captioned action ("Action") as follows:

1. This Order governs the designations, disclosure and use of Confidential Information to be produced by the parties in the Action.
2. For purposes of this Order, "Confidential Information" means (i) any and all documents, exhibits, notes, memoranda, reports, correspondence, minutes, answers to interrogatories or requests for admission, and any and all other writings of any kind or nature whatsoever (and any copies thereof) produced by any party marked as "Confidential" or "Confidential Information" and (ii) any information contained in or derived or abstracted from such documents, exhibits, notes, memoranda, reports, correspondence, minutes, answers to interrogatories or requests for admission, and any and all writings of any kind

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whatsoever, designated as "Confidential" or "Confidential Information" that are produced by any party or their respective employees, agents, accountants, experts, expert witnesses, or attorneys prior to or subsequent to the date hereof, in connection with the Action, whether in the course of discovery, at a deposition, the trial of this matter, or otherwise.

3. All Confidential Information shall be deemed protected by and subject to this Order unless otherwise agreed to in writing by the parties hereto or otherwise ordered by the United States District Court for the District of Rhode Island ("Court") or by any other court of competent jurisdiction.

4. All Confidential Information that is received in the Action from any party and/or from their respective employees, agents, accountants, experts, expert witnesses or attorneys, shall be given and shown only to the following individuals:

   (i) counsel of record for the parties (including persons employed by and/or assisting counsel with the action, e.g., paralegals, law clerks, legal secretaries and clerical staff);

   (ii) employees of Daniele, the Consorzio and Consorzio members, and GLP S.r.l. who, prior to reviewing such Confidential Information, agree to be bound by this Order as evidenced by their executing an original of the written statement attached hereto as Exhibit 1, with a copy of this Order being attached thereto;

   (iii) expert consultants and expert witnesses whom the party intends to call to testify at any hearing or at deposition in the action, who, prior to reviewing such Confidential Information, agree to be bound by this Order as evidenced by their executing an original of the written statement attached hereto as Exhibit 1, with a copy of this Order being attached thereto;

(iv) legal consultants;

(v) court reporters involved in transcribing depositions or other proceedings in this action, and videographers involved in recording depositions, only to the extent necessary to perform their duties;

(vi) the Court;

(vii) Court personnel involved with this action; and

(viii) any other person or entity the parties hereto expressly agree in writing.

5. Confidential Information shall not be used for any purpose other than for litigation of the Action and shall not be made available to any other person or to any entity, absent written agreement of the parties or Court order. Nothing in this Order shall preclude any party from disclosing the Confidential Information of a producing party to a witness of the producing party for the sole purpose of examining that witness at a deposition or other pretrial proceeding.

6. All documents and other information produced or provided by the parties and/or by their respective employees, agents, accountants, experts, expert witnesses, or attorneys, which are not known or available to the public and which the producing party in good faith considers to be confidential shall be stamped with the notice "Confidential" or "Confidential Information" on each page thereof. Where information is produced in a form not appropriate for such stamping, it shall be designated as "Confidential" or "Confidential Information" to the receiving party by written memorandum and so marked, if possible. Alternatively, the party producing documents for inspection by the

other party may do so with a written statement that the information contained in the documents is Confidential Information, and then specifically mark as "Confidential" or "Confidential Information" only those documents of which the opposing party requests a copy.

7. Any documents or other information discovered during or used at any deposition, including exhibits, and which contains Confidential Information, shall be so designated by a statement to such effect on the record in the course of the deposition, or within twenty-one (21) days following receipt of the transcript of such deposition, by counsel for the parties claiming confidentiality. Prior to the lapse of this 21-day period, such transcript testimony may only be shown to the deponent and to those persons identified in paragraph 4 above.

8. If during the course of a deposition taken in this action any questions are to be asked or any answers are to be given regarding confidential material, then only persons designated in paragraph 4 above, the deponents and the reporter and videographer shall be allowed to be present during such portion of the deposition. This paragraph shall not be deemed to authorize disclosure of any confidential material to any person to whom disclosure is prohibited under this Order.

9. Inadvertent disclosure of documents or other information by the parties and/or by their respective employees, agents, accountants, experts, expert witnesses, or attorneys, which fall within the attorney-client privilege and/or the attorney work-product doctrine, shall not operate to waive any rights to assert such privilege(s) with respect to such disclosed documents or other information. In addition, inadvertent failure to designate documents, testimony or materials as "Confidential" at the time of production or disclosure shall not

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operate to waive the rights to so designate later such material or information. Once such a designation has been made, the relevant materials or testimony shall be treated as Confidential Information in accordance with this Order.

10. Nothing in this Order shall be construed as requiring disclosure of privileged materials, materials subject to protection under the attorney work-product doctrine, or materials that are otherwise beyond the scope of permissible discovery.

11. Each person who knowingly accepts Confidential Information described herein agrees to subject himself/herself to the jurisdiction of this Court for the purpose of any proceeding (i) to enforce performance under or compliance with, or (ii) to address a violation of, this Order.

12. In the event of any disagreement regarding designation of Confidential Information or treatment of such materials pursuant to this Order, any party hereto may apply to this Court for appropriate relief from this Order. In the event of any such dispute, a party shall provide the material to the Court under seal so that the Court may examine some or all of the material in camera. The material in question shall continue to be treated as Confidential Information subject to the terms of this Order until the Court acts on any motion regarding such materials, and thereafter, such materials shall remain confidential as designated by the producing party if the Court's ruling does not declassify the material.

13. If any party to this Order is in possession of documents or information designated "Confidential" or "Confidential Information" pursuant to this Order and receives a subpoena from a non-party seeking production or other disclosure of said Confidential Information, that party shall immediately give written notice to counsel for the other

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party hereto, identifying the confidential material sought and enclosing a copy of the subpoena, at least ten (10) days before production or other disclosure shall be given. In no event shall production or disclosure be made before written notice is given to counsel as aforesaid.

14. Materials designated "Confidential" or "Confidential Information" or the information contained therein may be made exhibits at trial, in depositions, and in motions, papers, memoranda, affidavits and like documents filed with the Court and/or served upon another party or its counsel, provided that, if filed with the Court, the filing shall be under seal. Before filing any pleadings or other documents which contain confidential materials, the parties shall confer and agree on redactions that would permit the filing of the pleadings or other documents in open court. If the parties are unable to agree on such redactions, the producing party shall move, pursuant to Rhode Island Local Rule General 102, for a court order permitting such pleadings or other documents to be filed under seal. No pleadings or other documents which contain confidential materials shall be filed prior to the Court's ruling on that motion. In its consideration of whether any pleadings or documents may be filed under seal, the Court is not bound by the designation of any material as "Confidential" or "Confidential Information" and any such designation shall not create any presumption that documents so designated are entitled to confidential treatment or impoundment. If the Court grants a motion to seal, the motion to seal, the order granting the motion to seal, and the sealed documents shall be placed in an envelope which shall be sealed and to which a copy of the Court's order shall be affixed. Unless otherwise ordered by the Court, the sealed envelope shall be marked with the number of the case and the

docket number of the motion to seal and shall be retained by the Clerk in a secure location until further order of the Court. If the Court determines that the confidential materials are not entitled to confidential treatment and/or does not permit the pleadings or other documents which contain such confidential materials to be filed under seal, the parties may then file those pleadings or other documents in open court.

15. Filing with the Court of any document or information that is subject to this protective order shall be considered a disclosure unless the document or information is filed under seal. No document or information may be filed under seal without prior authorization from the Court. The parties shall make every effort to avoid seeking to file documents or information under seal. Any order authorizing the filing of documents or information under seal or prohibiting the disclosure of information, shall be subject to review at the request of any party, any member of the public, or the Court sua sponte.

16. Within sixty (60) days after final determination of this action, all Confidential Information (including, but not limited to, copies thereof) shall be promptly returned to counsel for the producing party or destroyed, except that legal briefs, any counsel's notes relating to the action, independent expert witness reports, court papers (including a copy of or any original deposition transcript(s) and exhibits) prepared for use in the action and containing or derived from any Confidential Information need not be returned or destroyed, but shall be kept confidential by counsel for the parties.

17. Nothing in this Order shall bar or otherwise restrict counsel to the parties from rendering advice to their clients with respect to this litigation and, in the course thereof, referring to or relying upon examination of Confidential Information.

18. The parties will confer in good faith prior to trial or any pre-trial proceedings in an attempt to devise protective procedures regarding live testimony by witnesses at such proceedings satisfactory to the Court.
19. The parties may stipulate to this Order through their respective counsel.
20. The terms of this Order shall survive any final disposition of the Action and shall continue to bind the recipients of Confidential Information. The final resolution of the Action shall not thereafter relieve any person receiving Confidential Information from the obligation to maintain the confidentiality of all such information (and/or copies thereof).

Dated: January __, 2008

Respectfully submitted,

/s/ Matthew F. Medeiros
Matthew F. Medeiros (#1856)
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Counsel for Defendant/Counterclaim Plaintiff

SO ORDERED this 30th day of January, 2008

Mary M. Lisi
Chief Judge, U.S. District Court

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EXHIBIT 1

AGREEMENT

The undersigned, whose assistance is required in the preparation or trial of this Action, has read the annexed Order, understands its contents, agrees to be bound by the terms thereof, and hereby undertakes to make no disclosures of Confidential Information to be disclosed to him or her, to any person not permitted to have access to Confidential Information by said Order. In addition, the undersigned agrees not to use such Confidential Information for his or her own commercial benefit or the commercial benefit of any other person. Furthermore, the undersigned agrees and submits to the exercise of the personal jurisdiction of the United States District Court for the District of Rhode Island insofar as is necessary to enforce said Order.

Name: ______________________________

Signature: ___________________________

Company: ___________________________

Dated: ______________________________

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